

SECURITY INFORMATION

Special Contracting Officer

20 March 1953

Office of General Counsel

Staff Agents; Provision in Standard Letter of Instructions
Respecting Minimum Service Overseas.

1. You have informally asked our opinion whether it is legally proper to insert a provision in the standard letter of instructions to staff agents requiring, on the occasion of each appointment to an overseas post of duty, that the individual agree to remain at least twelve months from the date of his arrival at his overseas post or refund the cost of travel and transportation of his effects to the Agency and at least twenty-four months from his arrival or pay on his own for his return travel and for the shipment of his effects. Draft samples of such a provision for the staff agent letter and staff employee's agreement for overseas services are attached hereto. In our opinion, these provisions are entirely proper.

2. An opinion of the Comptroller General reported in 27 Comp. Gen. 70 states in part at page 72:

"The provisions of Section 7 of Public Law 600, . . . , respecting agreements to remain in the Government service for twelve months following appointment may be considered as prescribing a minimum period; and, therefore, it is within the discretion of the various departments and agencies to prescribe such longer periods as may be deemed appropriate with respect to the payment of travel and transportation expenses either in going to or returning from a foreign duty post."

3. Although the quoted passage refers to assignment of new appointees to overseas posts of duty, there is no ascertainable limitation upon the Agency's authority to require minimum service agreements from those who are not new appointees, but who are being assigned for a second or subsequent overseas tour. Such agreements can reasonably be contemplated as within the permissible power of regulation given the Director under the preamble of Section 5(a) of the Central Intelligence Agency Act of 1949.

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/a/

Attachments

Distribution:

C O P Y

AGREEMENT FOR OVERSEAS SERVICE

1. As a condition of your employment by the Central Intelligence Agency, you are subject to assignment to tours of duty at posts outside the continental United States. Each time you are so assigned, unless otherwise specified in advance by CIA, you will be required to remain at the post to which assigned for a period of 24 months from the date of arrival thereat, unless sooner transferred, reassigned or separated for reasons beyond your control. If you wish to return to the United States for personal reasons during the period, all travel and transportation costs incident to such return will be borne by you, with no expense to the Government.

2. It is further understood and agreed with respect to each assignment to an overseas post that if you elect to terminate your employment with the Government within twelve months after your arrival at such post, unless sooner transferred, reassigned or separated for reasons beyond your control, any money expended by the United States on account of your travel and transportation of your immediate family and household to your overseas post will be considered a debt due to the United States.

Official authorized to sign letters of appointment.

I accept the above agreement as a condition of my employment by CIA

Employee

Date

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It is understood and agreed that your overseas assignment is to be for a minimum of two (2) years from the date of your arrival at your overseas post of duty, unless such assignment shall be sooner terminated by CIA for its convenience. If, in violation of this agreement, you terminate your overseas assignment for your convenience at any time prior to the expiration of two (2) years from the date of your arrival at your overseas post of duty, you shall not be entitled to return travel or transportation for yourself or your dependents from such post of duty to the United States; and, further if, in violation of this agreement, you terminate your overseas assignment for your convenience prior to the expiration of one (1) year from the date of your arrival at your overseas post of duty, you shall reimburse CIA for all its expenses for your travel and transportation, and that of your dependents, from the continental United States to such overseas post of duty.

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Date:

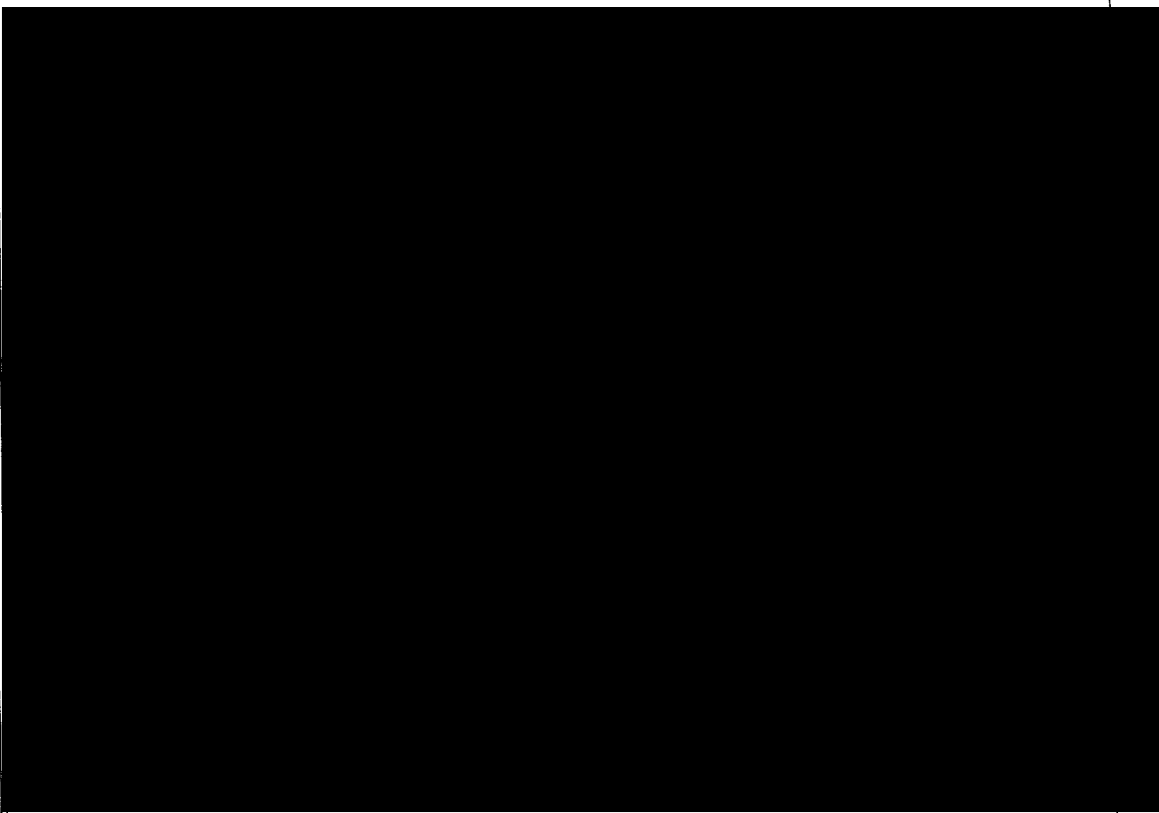
Mr. _____

Dear Mr. _____:

1. Pursuant to the authority vested in me by section 5.2 of the Confidential Fund Regulations, you are hereby appointed a Staff Agent of the Central Intelligence Agency at an initial salary of \$ _____, grade GS _____, effective as of _____.

2. As a Staff Agent of the Central Intelligence Agency, you are an appointed employee of this Agency and as such are entitled to all the emoluments of, and subject to the restrictions of, that status. As a Staff Agent you will undertake certain cover employment or activities as directed by CIA.

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4. In addition to your basic salary, you will be entitled to any post differential, quarters allowance, cost of living allowances, or other

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allowances that are granted Government employees stationed at the same permanent post of duty abroad. You will be advanced or reimbursed funds for necessary expenses including travel and operational expenses which are authorized by CIA or your cover. Accountings for such expenses will be in compliance with applicable CIA regulations unless such accounting is

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5. It is specifically understood and agreed that as an appointed employee of the Central Intelligence Agency you are entitled to receive and retain only the salary, allowances, and other benefits which are commensurate with your appointed position and salary grade.

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6. It is understood and agreed that your overseas assignment is to be for a minimum of two (2) years from the date of your arrival at your overseas post of duty, unless such assignment shall be sooner terminated by CIA for its convenience. If, in violation of this agreement, you terminate your overseas assignment for your convenience at any time prior to the expiration of one (1) year from the date of your arrival at your overseas post of duty, you shall reimburse CIA for all its expenses for your travel and transportation, and that of your dependents, from the continental United States to such overseas post of duty.

7. In the event the Central Intelligence Agency, under whatever cover, undertakes the expense of transporting your private vehicle to your overseas post, it is understood you will not sell or in any other manner dispose of the vehicle during the term of your overseas tour without prior written authority from Headquarters. In the event that you do sell or otherwise dispose of your vehicle without proper authorization, you will be held personally liable to repay to CIA full cost of transporting the vehicle overseas and any customs duties which CIA may have paid thereon.

8. It is expressly understood and agreed that any and all documents which you may execute in the course of such cover employment are subordinate to this agreement and any contradiction in terms which may in any way appear to amplify, extend or restrict your rights and/or obligations hereunder shall be resolved by this agreement which shall always be dominant.

9. Upon termination of your cover employment or activity, you will revert immediately to normal staff employee status upon the effective date of the termination of your employment under this agreement, unless for good and sufficient cause, such as misconduct or demonstrated incompetence, such reversion would be opposed to the best interest of CIA.

10. If, in the performance of your cover service, you assume the custody of government funds or take title of record to, property of any nature whatsoever and wherever situate, which property has in fact been purchased with monies of the U. S. Government, you hereby recognize and acknowledge the existence of a trust relationship, either express or constructive, and you agree to execute whatever documents may be required by CIA to evidence this relationship.

11. Instructions received by you from CIA in briefing or training are a part of this agreement and are incorporated herein, provided that such instructions are not inconsistent with the terms hereof.

12. You will be required to keep forever secret this agreement and

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all information which you may obtain by reason hereof (unless released in writing by CIA from such obligation), with full knowledge that violation of such secrecy may subject you to criminal prosecution laws dated 25 June 1948, as amended, and other applicable laws and regulations.

CENTRAL INTELLIGENCE AGENCY

Chief, Covert Personnel

ACCEPTED:

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